INSTALLMENT DEED

FROM
Edwin Rutherford, III

TO
Billy Carrigan

THIS INSTRUMENT PREPARED BY:
T. C. Jones Real Estate
210 25th Ave. North
Nashville, TN 37203

5697 07/17 0101 01CASH 173.50

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Billy Carrigan	Same	69-4
4012 Cedar Circle		Parcel 10
Nashville, TN 37218		

BOOK 10532 PG 749

03273386
IDENTIFICATION/REFERENCE
97 JUL 17 AM 11:00
REGISTER
DAVIDSON COUNTY, TN

PICK-UP

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}
The actual consideration or value, whichever is greater, for this transfer is $35,000. Affiant

Billy Carrigan

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 16th DAY OF July 1997.

Thomas C Jones NOTARY PUBLIC

MY COMMISSION EXPIRES:
September 23rd 2000 (AFFIX SEAL)

For and in consideration of the sum of thirty-five thousand dollars ($35,000) of which $2,500 has been paid in cash by the grantee hereinafter named, and for the remainder the said grantee has executed his promissory note in the principal sum of $32,500, bearing interest at 9% per annum, payable to the order of Edwin Rutherford, III, in monthly installments of $261.50 each, commencing August 1, 1997, and continuing until principal is paid in full. A late charge of $15.00 will be charged and paid on any monthly payment due and not paid on or before 10 days after due date. Current year's taxes to be paid by grantee.

Maximum Principal indebtedness for Tennessee Recording Tax Purposes is $32,500.

To secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

I, Edwin Rutherford, III, hereinafter called the grantor, have this day bargained and sold, and do hereby convey unto Billy Carrigan, hereinafter called grantee, his heirs, and assigns, certain real estate in Davidson County, Tennessee as follows:

> Land in Davidson County, Tennessee, and being Lot No. 28 and the southerly portion of Lot No. 27, Block C.C., on the Revised Map of Fairview Subdivision as of record at Book 1130, page 54, and described more completely in the deed of record in Book 6262, page 255, both in the Register's Office for said County, and to which reference is hereby made, and the same incorporated herein for a complete description of said lot and said part of said lot, being the same property conveyed to Edwin Rutherford, III, by deed as of record at Book 10297, page 68, R.O.D.C.

This is improved property, known as 4012 Cedar Circle, Nashville, TN 37218.

To have and to hold the said real estate with the appurtenances, estate, title and interest thereto belonging to the said grantee his heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

(over)

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to the said real estate to said grantee, his heirs and assigns. against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, I the said grantee herein do hereby transfer and convey unto Robert Spann, Trustee, his successors and assigns, the real estate herein described, with the appurtenances, estate title and interest thereto belonging, for the purpose aforesaid only. I further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due, and in case we fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge or treat the sum or sums so expended as part of the indebtedness as secured therein, the same to bear interest from the date of such payment. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

In witness whereof, we, the said grantors and grantee, have hereunto set our hands this the 15th day of July, 1997.

Edwin Rutherford III

Edwin Rutherford III

Billy Carrigan

Billy Carrigan

STATE OF TENNESSEE}
Davidson County }

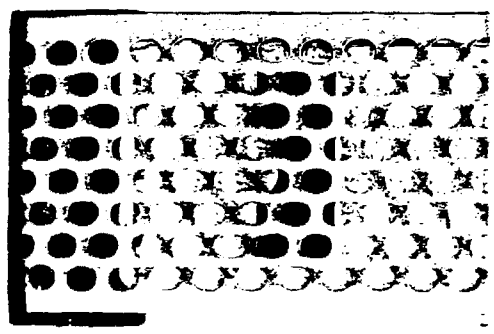
BOOK 10532 PG 750

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

15th day of, 1997. Commission Expires Sept. 23 2000

Thomas C Jones Notary Public

THOMAS C JONES NOTARY PUBLIC AT LARGE STATE OF TENNESSEE



OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

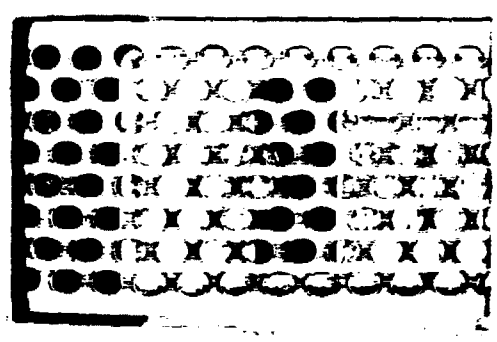
BOOK 10532 PG 751

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			CONT	35000.00
			MORT	32500.00
			CON TX	129.50
			MOR TX	35.08
			PRFEE	1.00
			WDEED	8.00
			TOTAL	173.58
			CASH	173.58

07/17/97 01 10:59 0001 5697

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK



0327386
IDENTIF. A REFERENCE

97 JUL 17 AM 11:00
FELIX Z. WILSON, II
DAVIDSON COUNTY, TN

No. 1175408